

## **ARTICLE 5 - PRE-CONSTRUCTION SERVICES**

**5.1** The GC/CM bid amount for pre-construction services shall include all expenses of the GC/CM, whether direct or through sub-consultants, for participation and support of the planning, design and bidding process of the project. For each phase, the fee shall include, but not be limited to:

- Staff and consultant wages and benefits including costs by the GC/CM for taxes, contributions, assessments, and benefits required by law or collective bargaining agreements. For personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, are considered to be provided within wages and salaries paid.
- The GC/CM shall have at least one project professional attend all design meetings. Meetings will be held weekly during the design phase. Attendance at additional meetings may be required as needed.
- Attendance by senior GC/CM staff to participate in partnering sessions and other executive level meetings no more than monthly
- All office support of the GC/CM firm for this project including direct costs, indirect costs, company overhead, and so forth
- Legal Expenses and B&O taxes incurred in the administration of the contract and subcontracts
- All travel expenses
- All reproduction charges, phone charges, facsimile charges, postage, and so forth.
- Advertising for all bid packages. The GC/CM firm shall manage the printing and distribution of bid packages. Initial bid document reproductions costs are paid by the Owner. Electronic document management and distribution is highly encouraged.

**5.2** During the design period and throughout the project, the GC/CM shall provide the following services:

- Value engineering
- Scheduling
- Design cost estimating
- Constructability review
- Interdisciplinary plan review coordination
- Project management services
- Alternative construction options for cost savings
- Planning for the sequencing of work
- Life cycle cost analysis (as needed)

The GC/CM is obligated to deliver the project in within the TCC. If the GC/CM fails to control costs within the TCC, that amount over the TCC will be paid by the GC/CM at his/her expense with no additional compensation by the owner. If the construction is completed for less than the TCC, the savings accrue to the owner.

### **5.3 Partnering**

Partnering is one of the more effective methods of building an effective project team comprising of the architect and design team, the Owner, and the GC/CM. The GC/CM may be requested to provide a qualified facilitator either from the GC/CM firm or a consultant,

acceptable to the Owner, to conduct a partnering session with the Owner and the design team.

## **5.4 SCHEMATIC DESIGN**

- 5.4.1** Predesign review and Schematic Design: The GC/CM will begin work following the preparation of a predesign and a peer report of the predesign and at or near the end of Schematic Design. The GC/CM will read and be familiar with the contents of the predesign, the peer report on the predesign and Schematic Design. The starting point for the Schematic Design will be the peer report on the predesign and the cost estimate prepared during the peer review of the predesign. For the purposes of tracking construction costs, the GC/CM shall establish a management level cost-control report in CSI Unifomat style.
- 5.4.2** Review the Drawings and Specifications on a regular basis. Provide comments on, and analysis of, construction feasibility and risk, including identification of products, equipment and/or materials with long lead times for procurement; availability of skilled labor and other market conditions. Make recommendations for phased construction, if appropriate. Propose alternative designs, systems or materials that meet or exceed the program, quality and serviceability requirements of the Owner; and comment and make recommendations on site logistics including requirements for additional geotechnical testing, the adequacy of access, site utilities and lay down areas. Provide advice to the design team on material selection to obtain LEED silver certification. Maintain a design phase issues log and provide written comments throughout the design phase.
- 5.4.3** Work with the owner & A/E team to begin to formulate bid packages based on the final schematic design, unless the GC/CM proposes early bid packages and receives Owner's approval.
- 5.4.4** Review the drawings and investigate existing conditions at the project site to ensure that the construction documents reflect the actual on-site conditions. Provide coordination report to A/E noting any conflicting conditions.
- 5.4.5** At the conclusion of the Schematic Design Phase, prepare a detailed cost estimate and project scope narrative and note differences from the pre-design assumptions as modified by the peer report. Establish a management level cost-control report for tracking of construction costs in CSI Unifomat style. Reconcile the GC/CM estimate with the A/E's estimate and make adjustments to the estimate as required to match the estimated MACC.
- 5.4.6** Review the Drawings and Specifications for Schematic Design submittal for viable Value Engineering (VE) recommendations. Update the combination value engineering and constructability tracking log on an ongoing basis.
- 5.4.7** Provide a preliminary project schedule. Work with the architect to include design through construction highlighting major milestones.

- 5.4.8** The GC/CM shall provide a schematic report that includes the work products above and as included elsewhere in these contract documents, including a scope narrative, the cost estimate with supporting detail and assumptions; value engineering suggestions along with life cycle cost analysis; constructability review; interdisciplinary coordination and risk assessment and project schedule.

## **5.5 DESIGN DEVELOPMENT**

- 5.5.1** Prepare a detailed Project Schedule from the onset of design development through the completion of the project. The schedule will identify work to be performed by the Project Team. In developing the activities for this schedule, the GC/CM firm will consult with both the Owner and A/E to ensure that the activities, the responsible entities, and the durations of these activities are accurate.
- 5.5.2** Review the Drawings and Specifications on an on-going basis. Provide comments on, and analysis of construction feasibility and risk, including identification of products, equipment and/or materials with long lead times for procurement; availability of skilled labor and other market conditions. Make recommendations for changes in phased construction, if appropriate. Propose alternative designs, systems or materials that meet or exceed the program, quality and serviceability requirements of the Owner; and comment and make recommendations on site logistics including the adequacy of access, site utilities and lay down areas.
- 5.5.3** Review the Drawings and Specifications for Design Development submittal for viable Value Engineering (VE) recommendations and provide constructability analysis and make recommendations for improvements. Perform interdisciplinary plan check. Update the VE and constructability tracking logs.
- 5.5.4** Define the bid package plan and material procurement plan. Work with Owner and A/E team to draft bid package plan.
- 5.5.5** Prepare a construction cost estimate for the entire work based upon the final Design Development phase. Reconcile the GC/CM estimate with the A/E's estimate. If the estimate exceeds the MACC, the GC/CM firm will work with the Owner and A/E to reduce the cost of the work within the MACC.
- 5.5.6** Review the Project site to ensure that the Construction Documents will reflect the actual conditions on site. Review site logistics plan with project team.
- 5.5.7** Provide Design Development Report that includes the work products above and as included elsewhere in the contract documents.

## **5.6 CONSTRUCTION DOCUMENTS**

- 5.6.1** Prepare procurement documents for all bid packages. Submit a draft to the Owner and Architect at the same time that the A/E submits their construction documents. Submit the standard portion of the subcontract and purchase order contracts to the Owner for review at eighty-five percent (85%) construction documents. This is to be

fully coordinated with this contract and the A/E's Division One Specifications prior to bid.

- 5.6.2** Revise the Project Schedule as required to reflect changes that have occurred during design. Include within the schedule release of bid packages and bid schedule.
- 5.6.3** Provide constructability review and interdisciplinary plan review early in the construction document phase and at 50% to assist the A/E in providing appropriate details for cost effective construction methods.

At ninety-five (95) percent of the final Construction Documents, complete constructability review and comprehensive interdisciplinary plan check for coordination, omissions, deficiencies and other errors or discrepancies on the drawings and specifications and in the bid packages. Submit a report, including a brief narrative, to the Owner.

- 5.6.4** Assist in the preparation and processing of all necessary building permit applications in a timely fashion. (Check Supplemental and General Conditions). Coordinate and complete all necessary environmental and erosion control permits and documents including a storm water pollution prevention plan.
- 5.6.5** Prepare a construction cost estimate for the entire work based upon the 90% Construction Documents Design. Reconcile the cost control report with the Architect's estimate as required. If the estimate exceeds the estimated MACC, the GC/CM firm will work with the Owner and A/E to reduce the cost of the work within the MACC. This reconciliation shall be the basis for agreement on the negotiated MACC.
- 5.6.6** Verify that the Construction Documents accurately reflect the existing conditions on site.
- 5.6.7** Provide a comprehensive quality control plan for the construction of the project per the requirements of Article 7.4.
- 5.6.8** Provide design and construction document report that includes the work products above and as included elsewhere in the contract documents.

## **5.7 CONSTRUCTABILITY AND INTERDISCIPLINARY REVIEWS**

The GC/CM Firm shall provide a written report at the end of each of the above design phases summarizing the constructability and other interdisciplinary reviews of the design and contract documents performed by the GC/CM

Check each division of work, plan views, sections, details and elevations for location consistency and dimensional accuracy, coordination of building trades, location and integrity of the whole, consideration of job site challenges, the time each component must be constructed or placed, recognition of existing conditions, including prior new work, and unique types of design and work.

Interdisciplinary reviews involve but are not limited to: checking coordination between design disciplines, such as elevations of structural components, dimensional locations of structural and interior finishing components, location and sizes of wall and floor openings, column and column locations, size and depth of utility services, location and space availability for mechanical, electrical and other equipment, compatibility of between power supply and equipment specifications, and dimensions governing them. Use building information modeling as practicable.

The primary purpose and importance of this review is to assure complete, accurate and quantifiable bid packages, substantially reduce team change memos, provide better coordination between subcontractors, have less conflicts, fewer problems, reduced delays and complete the project on schedule, within budget and of the quality expected by the Owner. The GC/CM firm's involvement and participation in this task greatly reduces the GC/CM's risk in building the project within the total contract cost.

## **5.8 MACC Negotiations:**

The GC/CM firm and the Owner shall negotiate in good faith a satisfactory MACC for each phase. The negotiations will begin when the construction documents are 90% complete. If the GC/CM firm and the Owner cannot agree on the negotiated MACC within 30 days from beginning negotiations, then the Owner reserves the right to terminate the negotiations with the GC/CM firm.

## **5.9 Bidding**

The GC/CM shall competitively bid all subcontract with public bid openings. The exception to this is the optional selection of electrical and/or mechanical subcontractors (known as ECCM and MCCM) using a similar process to the selection of the GC/CM in accordance with RCW 39.10.385. Department of Enterprise Services must approve the use of this alternate selection of subcontractors; this may only be used when the anticipated value of the subcontract will exceed \$3,000,000. Solicitations for subcontractors will be made pursuant to the Washington State Public Works Laws, and in accordance with Chapter 39.10.380 RCW. The minimum labor rates shall be in accordance with the prevailing wages determined by L&I that are in effect at the time of the sub-contract bid.

### **5.9.1 Solicitation of the Work**

The Owner and GC/CM may determine the subcontractor bidding eligibility when in the best interest of the project and critical to the successful completion of a subcontractor bid package. The GC/CM and the Owner shall determine the eligibility criteria and the weights given to each and provide this information in a publication of notice of intent to determine bidder eligibility. The GC/CM shall conduct a public hearing after giving published notice to solicit written and oral comments on the justification for determining eligibility and the eligibility criteria and the weights given to each before issuing the bid package. After the hearing the GC/CM shall issue a final written determination to all interested parties in accordance with Chapter 39.10.400 RCW. Potential bidders determined not to be eligible shall be afforded an opportunity to establish their eligibility.

For bid packages where bidder eligibility is not determined prior to bidding, the bid package must include specific objective criteria used to evaluate bidder responsibility. Bidder responsibility will be determined based on the listed criteria.

At the Owner's request, the GC/CM may proceed with the bidding of major subcontractor bid packages prior to agreement of the negotiated MACC. The GC/CM may issue intent to award these packages to the responsible bidder submitting the lowest responsive bid. The Owner may also authorize the GC/CM to proceed with the bidding and award of selected bid packages before receipt of complete plans and specifications and before the completion of MACC negotiations, providing adequate funding is available. These contracts shall be incorporated into the negotiated MACC.

Solicitations will be advertised in advance in The Seattle Daily Journal of Commerce and Enterprise Services Web Sites and will be available to the State of Washington Department of Enterprise Services' approved plan holders' list for the region.

All Subcontractor bids will be required to be written, signed, and submitted in a sealed envelope at a specific time and location identified in the advertisement where the bids will be publicly opened and read aloud.

The GC/CM may bid on subcontract work or equipment or materials in the subcontract package providing the following criteria are met.

- The value performed by the GC/CM may not exceed 30% of the negotiated MACC not including negotiated support services performed by the GC/CM
- The work within the subcontract package must be customarily performed or supplied by the GC/CM
- The bid opening is managed by the Department of Enterprise Services`
- Notification of the GC/CM's intention to bid is included in the public solicitation of bids for the bid package
- The GC/CM may not purchase equipment or materials for assignment to any trade contractor bid package for installation or warranty

After bid openings, bidders may request the bid results by telephone from the GC/CM. GC/CM shall furnish to the Owner within 48 hours, copies of bid proposals, bid summary sheet, scope. Copies of the bid results shall be forwarded to E&AS to be placed on the Department of General Administration website. All calls will be referred to the GC/CM.

### **5.9.2 Bid Protest**

If a GC/CM receives a written protest from a subcontractor bidder, the GC/CM shall not execute a contract for that subcontract bid package with anyone other than the protesting bidder without first providing at least two full business days written notice to all bidders and Owner of the GC/CM's intent to execute a contract for the subcontract bid package; provided that the protesting bidder submits notice in writing of its protest no later than two full business days following bid opening.

### **5.9.3 Subcontractor Bidder Responsiveness & Responsibility**

#### **Responsiveness**

A bid will be considered responsive if it meets the following requirements:

- It is received at the proper time and place.
- It meets the stated requirements of the bid proposal.
- It is submitted by a licensed/registered contractor within the state of Washington at the time of bid opening and is not banned from bidding by the Department of Labor and Industries.
- It is accompanied by a bid guarantee, if required.

**Responsibility** Among other factors, a bid is defined to be responsible if:

- The subcontractor shall have a valid contractor's license issued by the Department of L&I, Contractor's Registrations
- The firm submitting the bid can provide to the GC/CM proof of adequate insurance coverage for the work
- The firm submitting the bid can demonstrate to the satisfaction of the GC/CM that it can be bonded for the full amount of its bid for all bids over \$300,000. Bids under \$300,000 the subcontractor shall provide a payment and performance bond, if required by the GC/CM.
- The GC/CM must receive the Owner's approval to award the sub-contractor bid packages
- Inclusion Plan

When subcontractor eligibility was not determined before bidding, the subcontract bid packages shall include the specific objective criteria that will be used to evaluate bidder responsibility.

Within ten (10) days of subcontract award, a subcontractor list shall be submitted on each bid package. The GC/CM must indicate and log the firms that are MWBE, DVA Small Business per the Inclusion Plan.

A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

The GC/CM may negotiate with the lowest responsible responsive bidder in accordance with RCW 39.10.380 and if unsuccessful, must rebid the work. The GC/CM must provide a written explanation to the owner if all bids are rejected.

### **5.9.4 Award of Contract for the Work**

Award of contract work by the GC/CM requires written notification to the Owner of the desire to award to a sub-contractor. Written notice shall include copies of the bid summary sheet, all proposals, award amount, and scope.

Owner will review the recommendation for award.

The GC/CM shall award subcontracts to the responsible bidder with the lowest responsive bid.

Copies of the subcontracts shall be provided to the Owner within 10 working days of award.

Per RCW 39.10.410, the language of the GC/CM subcontractor agreements shall not:

- Delegate or assign the GC/CM's implied duty not to hinder or delay the subcontractor. This does not prohibit the GC/CM from requiring subcontractors not to hinder or delay the work of the GC/CM or other subcontractors and to hold subcontractors responsible for such damages.
- Delegate or assign the GC/CM's authority to resolve subcontractor conflicts
- Restrict the subcontractor's right to damages for changes to the construction schedule or work to the extent that the delay or disruption is caused by the GC/CM or entities acting for it
- Require the subcontractor to bear the cost of trade damage repair except to the extent that subcontractor is responsible for the damage
- Require the subcontractor to execute progress payment applications that waive bond or retainage rights as a condition of receipt of progress payment, except to the extent the subcontractor has received or will receive payment